DOCUMENT RESUME

ED 087 259 HE 005 034

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| TITLE | Formal Contract Approval Between the Gogebic Community College Board of Trustees and the Michigan Association of Higher Education, Gogebic Community College District. |
| INSTITUTION | Gogebic Community Coll., Ironwood, Mich. |
| PUB DATE | 2 Aug 73 |
| NOTE | 22p. |
| EDRS PRICE | MF-$0.65 HC-$3.29 |
| DESCRIPTORS | Collective Bargaining; *Grievance Procedures; *Higher Education; *Negotiation Agreements; *Teacher Salaries; *Teaching Load |
| IDENTIFIERS | *Gogebic Community College; Michigan Association of Higher Education |

ABSTRACT

This document is a formal contract between the Gogebic Community College Board of Trustees and the Michigan Association of Higher Education, Gogebic Community College District. Contract articles cover recognition, bargaining, rights of the board of trustees, instructor rights, employment policies and practices, vacancy qualifications, leaves, communication procedures, grievance procedure, miscellaneous provisions, faculty rank classification, salary schedule, health insurance, faculty load policy, compensation, and the college calendar, 1972-74. (MJM)

ED 087269

Gogebic Community College Michigan NEA 2 year

# FORMAL CONTRACT APPROVAL

Eugene M. Farrell
(MAHE Representative)

(Chairman, Board of Trustees)

Dated August 2, 1973

HE 005034

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
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# MASTER AGREEMENT

Between the Gogebic Community College Board of Trustees and the Michigan Association of Higher Education, Gogebic Community College District.

## ARTICLE I RECOGNITION

A. The Board of Trustees of the Gogebic Community College (hereafter referred to as the Board) hereby recognizes the Michigan Association of Higher Education, Gogebic Community College District (hereafter referred to as the MAHE or Association) as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all faculty, teaching eight or more credit hours or nine or more contact hours per semester, but excluding supervisory and executive personnel, nursing staff, office and clerical employees, food service employees, student workers, custodial personnel, summer session instructors, off-campus instructors, and night class instructors teaching after 5:00 p.m., as well as persons employed under or subject to joing contracts with other entities, public or private. The term "instructors" when used hereinafter in this Agreement, shall refer to all faculty represented by the Association in the bargaining or negotiating unit as above defined, and references to male instructors shall include female instructors. The administrative duties, responsibilities, benefits, and salary of staff members serving as Division Chairmen and Director of Evening Programs as stipulated in the Institutional Handbook shall be excluded from this contract.

B. The Board agrees not to negotiate a contract with any individual instructor covered by this Agreement nor any instructors' organization other than the MAHE for the duration of this Agreement. This is not construed as prohibiting contracts necessary where programs of special community and area services are initiated under sponsorship of the college.

C. Within thirty (30) days of the beginning of their employment hereunder, instructors may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the MAHE upon such conditions as the MAHE shall establish. Such sums will be deducted as dues from the regular salaries of all member instructors and remitted in ten (10) equal payments commencing with the first full payroll in October. Membership in the organization is voluntary.

D. Any instructor teaching eight (8) or more credit hours or nine (9) or more contact hours per semester who is not a member in good standing of MAHE or who does not make application for membership within thirty (30) days from the commencement of teaching duties shall, as a condition of employment, pay as a fee to MAHE an amount equal to unified membership dues payable to MAHE, provided however that the instructor shall authorize payroll deductions for such fee in the same manner as provided in Section C of this Article. In the event that an instructor shall not pay such fee directly to the MAHE or authorize payment through payroll deduction, the Board shall notify at once such instructor or instructors that their services shall be terminated within twenty (20) school days. The parties expressly recognize that the failure of any instructor to comply with the provisions of this Article is just and reasonable cause for discharge from employment. The Board will notify new employees of this article upon hiring.

E. Nothing contained herein shall be construed to deny or restrict to any instructor or the Board of Trustees any rights either may have under the applicable Michigan Laws or applicable Civil Service Laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.

F. In the event that any provision of this Agreement is or shall at any time be held contrary to law, all other provisions of this Agreement shall continue in full force and effect.

## ARTICLE II BARGAINING AGREEMENT

The Board Negotiating Committee and the MAHE Negotiating Committee as bargaining representatives of their respective groups, hereby agree to the following guidelines in negotiating procedures:

1. It is to be understood that all bargaining shall be in good faith, and that the respective negotiating committees shall work diligently to formulate a Master Agreement as resourcefully and expeditiously as possible.

2. Although it is recognized that both committees are required to gain final approval by the majority of their respective groups, it is to be understood that in no way should foreknowledge of such requirement impede the progress made by both committees.

3. It is to be further understood that each committee shall endeavor to encourage their respective groups to accept such recommendations as are made by the committees as soon as mutual agreement between the committees is reached.

4. Upon ratification of the Master Agreement by the respective memberships, appropriate individual contracts, in accordance with the Master Agreement and Board Policy, will be presented for proper signatures.

5. This Agreement will not be effective until ratified by a majority of the membership of MAHE and approved by the Board of Trustees.

6. The provisions of this contract will be in force from August 25, 1971 through August 24, 1974, in accordance with Article VIII, Section B.

## ARTICLE III RIGHTS OF THE BOARD OF TRUSTEES

A. The Board of Trustees of the Gogebic Community College, by its own volition and in accordance with the mandate of the electors of the District, hereby retains and reserves unto itself all power, authorities, and duties conferred upon it by the statutes and the Constitution of the State of Michigan and the statutes and the Constitution of the United States of America.

B. Terms and conditions of employment and other rules and regulations concerning faculty conduct not provided for in this Agreement will be governed by the applicable rules, regulations, and policies of the Board. In the event of changes or modifications in Board Policy, the MAHE will be promptly advised of any such changes.

## ARTICLE IV INSTRUCTOR RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every instructor employed by the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted

activities for mutual activities and protection. As a duly elected body exercising governmental power under intent of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any instructor with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the MAHE or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The MAHE and its members shall have the right to use college building facilities in accordance with college policy at reasonable hours for meetings. No instructor shall be prevented from wearing insignia, pins, or other identification of membership in the MAHE, either on or off school premises. Bulletin boards and other established media of communication shall be made available to the MAHE and its members for reasonable Association business.

C. The Board agrees to give access to the MAHE in response to reasonable requests from time to time all available information concerning the financial resources of the district, budgetary requirements and allocation, and such other non-privileged information as will assist the MAHE in developing intelligent, accurate, informed, and constructive programs on behalf of the instructors and their students and on behalf of the Gogebic Community College. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or making records available.

D. An instructor shall be entitled to have present a representative of the MAHE when he is being penalized, for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no further action shall be taken with respect to the instructor until such representative of the MAHE is present.

E. All instructor evaluations will be conducted according to policy jointly formulated or amended by the administration and the Association, subject to approval by the Board. The primary purpose of evaluation is for the improvement of instruction.

F. Academic Calendar Year: The Academic Calendar shall be annually developed cooperatively by the administration and the Association, for Board approval, at the Regular March Meeting, and it is Appendix A of this Agreement.

G. Academic Freedom: Refer to Sections 305, 306, 306.1, and 306.2 of the Institutional Handbook - Board Policy, as of March 18, 1969 and February 18, 1969.

## ARTICLE V EMPLOYMENT POLICIES AND PRACTICES

A. The Board of Trustees and administration will give reasonable support and assistance to instructors in carrying out their contractual duties.

B. Any serious or continuous complaints by students or parents of students directed towards an instructor which may result in re-evaluation of the instructor shall be called to the instructor's attention as promptly as possible for appropriate action.

C. All positions shall be filled without discrimination as to sex, race, color, religion, country of origin, or ancestry.

D. Conditional Instructors:

1. All new instructors will be on an annual conditional contract. During this conditional period, an instructor will be provided with guidance, assistance and recommendations for improvement. After three (3) years of successful teaching, an instructor will be recommended for a continuing contract by the respective Dean to the President, subject to approval by the Board of Trustees, provided he has met all other applicable requirements.

2. The conditional teacher will be notified by April 1st of each year whether he will be rehired or terminated.

3. Instructors with less than a Master's Degree in their assigned field of instruction hereby agree to obtain a minimum of five (5) semester credits or equivalent toward this required degree requirement annually. Failure to meet this requirement may place the instructor on probation or disqualification for a subsequent contract, at the option of the Board. No instructor will be granted a continuing contract until he has received and earned a Master's Degree or equivalent in his assigned area of instruction.

4. Part-time employment shall not be considered as part of the conditional period.

5. A conditional teacher denied renewal of his conditional contract for the following year or denied a continuing contract at the end of the third year may request from the appropriate Dean a statement of the reasons for the denial. The statement shall be delivered to the instructor and to the President of the College within two (2) days of the request. The instructor may then appeal the decision to the President within two (2) days, who shall make final determination within ten (10) days.

E. Probation (May apply to all contract staff)

1. An instructor may be placed on probation if a question arises as to quality of instruction, violation of the N.E.A. Code of Ethics, or adherence to accepted Board Policy. In the event of a conflict between the N.E.A. Code and Board Policy, Institutional Handbook, rules or regulations, Board Policy shall prevail.

2. An instructor placed on probation shall be informed by the appropriate Dean with a written statement of deficiencies and recommendations. Probationary status may be appealed through the grievance procedure.

3. The employer may withhold any salary increases and/or increment increases during the period of probation. Upon reinstatement, he will attain his proper salary level as if he were not on probation.

4. An instructor placed on probation will be afforded recommendations for improvement, guidance, and assistance in making adjustments according to Board Policy established by the Board of Trustees.

5. In no case will probation continue for more than one (1) calendar year without review.

F. Continuing Contract Instructors:

1. An instructor on a continuing contract who has not reached retirement age shall not be refused employment or dismissed, suspended, or discharged except for cause.

2. The following will be considered as cause:

a) Instructional incompetence as determined by the evaluation procedure.
b) Neglect or refusal to perform instructional obligations as defined in the Agreement and/or Board Policy.
c) Repeated violations and failure to abide by the rules and recommendations made by the employer in accordance with the Agreement and Board Policy.
d) Conviction of a felony, immorality, or contributing to the delinquency of a minor.
e) Evidence of physical or mental incapacity as determined by an appropriate medical authority.
f) Conduct unbecoming an instructor as determined by the N.E.A. Code of Ethics and Board Policy.
g) Falsification of information or with employment application.

3. Recommendations for termination of employment of an instructor under contract shall be made in writing by the appropriate Dean or the College President to the instructor no later than April 1st of each calendar year for all instructors except situations that arise under Article V, Section G, "Staff Reductions".

4. The following discharge review process for continuing contract teachers will be initiated by the College President within two (2) school days from date of receiving the recommendation of employment termination.

a) A complete statement of reasons for recommended discharge shall be in written form and signed by the appropriate Dean or the President.
b) A statement shall be filed with the instructor, the MAHE, the College President, the Secretary of the Board of Trustees within two (2) school days. The instructor will file a response to the charges within three (3) school days of receipt of the statement.
c) The Board of Trustees, if it decides to proceed with the charges, shall provide the instructor with a hearing within fifteen (15) calendar days from date of statement filing.
d) The hearing may be closed, at the option of the instructor, the MAHE, or the Board of Trustees.
e) The hearing shall be concluded within seven (7) calendar days from the date of the start of the hearing unless circumstances warrant further consideration.
f) The Board of Trustees shall notify the instructor and the MAHE in writing of its decision within two (2) school days after the conclusion of the hearing.
g) Should the Board decision be for termination of employment, the instructor and the MAHE may appeal the decision as provided in the grievance procedure at the appropriate level.

5. Pending dismissal proceedings, the instructor may be temporarily suspended by the President without pay, pending disposition.

G. Employment Termination Procedure for Other Than Cause

1. Whenever it is necessary to decrease the size of the staff because of insufficient funds or substantial decrease in student population, or discontinuance or retrenchment of areas of curriculum, the Board of Trustees, upon recommendation of the President and the President's Advisory Council, may cause the necessary staff to be placed on leave of absence without pay. The involved personnel may have the opportunity to appear before the President's Advisory Council. The instructor will receive a minimum of sixty (60) days notice of change in status. When and if circumstances shall be appropriate, each instructor placed on leave of absence will be reinstated if the offer is accepted within fourteen (14) calendar days after the official offer is made. Such re-employment shall not result in loss of status or credit for previous years of service.

2. The following will be considered in the termination of an instructor: length of service and academic qualification in terms of educational needs will be the criteria for the retention or termination of the instructor.

3. Instructors contemplating change or termination of employment shall tender notification to the President by April 1st, except under mutual agreement this deadline may be extended to June 30th.

4. Provisions of this part of the contract, Article V, Section G, Points 1 and 2, are not subject to the grievance procedure.

H. Duties and Responsibilities

1. Instructional personnel shall cooperate with Division Chairmen, Deans, and administrators in providing instruction commensurate with the objectives of the college. Each faculty member shall be free to use methods and devices to present instructional material in the most effective manner, consistent with recognized professional practices, and will cooperate in planning of programs and courses which are essential in the college-wide offerings.

2. Faculty members are expected to participate in academic advisement, curriculum planning, and other items generally considered as a part of the professional duties of faculty personnel.

Faculty members will participate in college-wide social, cultural, and professional activities, and chaperoning of student social activities.

3. Faculty members are expected to attend all regularly scheduled faculty meetings.

4. All full-time professional employees shall attend all meetings called by the administration, unless specifically excused by the administrator in charge.

5. Each full-time professional staff member shall take part in commencement exercises unless previously excused by the President of the College.

I. Retirement

An instructor who attains the age of 65 during the school fiscal year, July 1st to June 30th shall be retired from service by the Board of Trustees. The Board of Trustees may approve an extension of employment on a one-year contract beyond the established retirement age of 65 when recommended by the Dean of Instruction and President of the College, subject to the following conditions:

1. Each instructor shall be allowed extensions beyond the age of 65 at the discretion of the Board.

2. A staff member who has reached or will reach 65 on or before June 30th of the same year requests in writing an additional year of employment.

3. The initiation for consideration for an additional year shall be the responsibility of the employee.

4. Not later than April 1st, the employee's physician shall have submitted a complete physical examination of the staff member wishing the extension.

5. The required physical examination shall be arranged and paid for by the employee.

J. The Board will pay for any physical examinations for initial hiring using the physician designated by the college.

K. The instructors will be notified of their class schedules as soon as reasonably possible prior to the beginning of each semester.

ARTICLE VI VACANCY QUALIFICATIONS

A. In filling vacancies in professional positions, both teaching positions and administrative positions, the administration shall give consideration to the qualifications of presently employed instructors who desire to change their assignments. Lists of existing vacancies shall be posted and circulated before the vacancies are filled and qualified staff personnel shall be notified. In filling positions, both the academic qualifications and proven competence of the candidates shall be considered.

B. Since increase in enrollment will necessitate the employment of additional teaching and administrative personnel, it shall be more specifically provided that:

1. When the number of course assignments of a presently employed instructor is reduced, the administration shall consult with the instructor about which courses he wishes to retain as his teaching assignment.

2. When new courses are added, that a presently employed instructor shall be given the opportunity to apply.

3. When administrative positions are created or when vacancies occur in existing administrative positions, that presently employed instructors shall be given the opportunity to apply.

4. Where applicants are equally qualified and the assignment does not jeopardize the effectiveness of our educational program, currently employed personnel will be given primary consideration for these vacancies.

## ARTICLE VII LEAVES

A. Sick leave shall accumulate at the rate of ten (10) days per contract year, to a total of 130 days. No payment will be made for unused sick leave.

B. Ten (10) days shall be credited to each newly employed instructor immediately at the beginning of his active service and the accumulation for any instructor shall be counted to include the ten (10) days upon the first day of his service for that contract year. Sick leave shall be pro-rated for instructors engaged after the beginning of the year.

C. Illness which extends beyond the leave accumulated by the instructor shall be reviewed by the appropriate Dean and President and the Board of Trustees. At its discretion, the Board of Trustees, acting on the recommendation of the Dean and President, may grant a leave of absence or make any other mutually agreed upon arrangement between the Dean and President, Board of Trustees, and the instructor.

D. Instructors absent from duty on account of personal illness shall be entitled to full pay, and each such day of absence shall be deducted from the accumulated sick leave.

### Military Leave

A. Any instructor who may enlist, be drafted, or in any way be placed on active duty into the defense forces of the United States for service or training, shall be granted a military leave. Upon the completion of military duty, he shall be reinstated to his position in the school system with full credit provided that he fulfills the necessary mental and physical qualifications. For each full year of military service while on leave from a local position, one full year's credit will be granted on the salary schedule in effect upon his return, unless the teacher has reached the scheduled maximum.

B. A written application to the President of the College asking for reinstatement shall be made within thirty (30) days after discharge or release from military service. Date of assumption of college duties with pay will be at the beginning of the college year or semester.

### Leaves to Attend Professional Meetings

A. The Board of Trustees, upon the recommendation of the President of the College, will approve the attendance by instructors to meetings of local, regional, state, and national professional organizations of which they are members.

B. The Board of Trustees, upon the recommendation of the President of the College, will approve the attendance of an instructor at special conferences and meetings. The instructor will be reimbursed for his expenses according to policy established by the Board of Trustees. The instructor, upon returning from a conference or meeting, will file with the President of the College a written report on the activities of the conference or meeting with any recommendations. An accounting of all expenses incurred should also be presented on an expense form provided by the office. At the next meeting of the Board of Trustees, the President of the College will make the necessary report and recommend proper disposition.

Personal Leave

A. Instructors absent from duty on account of death or critical illness in the immediate family shall be entitled to a maximum of three (3) days leave, without loss of pay, per year and the absence beyond this time must be approved by the appropriate Dean. "Immediate family" shall include: Father, mother, son, daughter, wife, husband, brother or sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, regardless of residence.

B. Instructors absent from duty on account of the death of other relatives shall be entitled to one (1) day leave of absence at any one time at full pay and the absence shall not be deducted from the accumulated sick leave. 'Other relatives' shall include: Grandfather, grandmother, grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or first cousin. If the "other relative" lives in the home of the instructor, such death shall be treated the same as that of the "immediate family", and Paragraph A will be applied.

C. In case more time is necessary under "A' and "B" because of distance involved or other unusual circumstances, additional time may be secured with the approval of the appropriate Dean.

D. Instructors shall be entitled to one (1) day of personal leave during the school year providing it shall not be on the day before or after a school holiday. In the event that personal business of an emergency nature occurs which cannot be resolved at any other time, the instructor shall request of the Dean approval or disapproval for time to conduct such business without loss of pay or sick leave.

Professional Leave of Absence

A. Leave of absence may be granted for purposes of professional advancement subject to approval by the Board of Trustees upon the recommendation of the President of the College, when in their judgement, the professional competence of the instructor and the general welfare of the college shall be benefited. Such leave shall not be less than one (1) semester; nor more than two (2) consecutive semesters at any one time, and shall be without pay.

B. To be eligible for application for professional leave, the instructor must have satisfactorily fulfilled the three-year conditional basis for employment. Application for professional leave must be filed with the President of the College. The due date of such application shall be March 1st for leaves beginning with the first semester, and October 15th for leaves beginning with the second semester. The administrator shall inform the applicant in writing that the request is granted or rejected within sixty (60) days after the due date for filing the application. Within fifteen (15) days following the approval of an application for professional leave, the applicant must indicate his acceptance or rejection of the leave requested. A plan for the leave period shall be filed with the President of the College.

C. The instructor shall be reinstated following his leave of absence in a position determined by his or her qualifications and the needs of the college. The instructor may be placed on the salary schedule in the same classification as he would have been if not on leave of absence.

Maternity Leave of Absence

A. It shall be the responsibility of a married woman teacher desiring a maternity leave to inform the President of the College upon establishment of the fact of pregnancy. Such teacher may be granted a leave, without pay.

B. A request for a maternity leave must be in writing and directed to the Board of Trustees. Continued employment will normally be possible until the end of the fifth month of pregnancy, but will depend on the physical condition of the employee and the recommendation of her physician and the administrator of the college.

C. The effective date of separation for maternity reasons shall be at the convenience of the Community College District. Generally, this date will be at the beginning of the first or second semester.

D. The date of resumption of employment after maternity leave will depend upon the medical report of the attending physician. The maximum length of leave shall be one (1) work year, but may be extended once for one (1) additional work year upon written request to the Board of Trustees. Notice of intention to return, resign, or request for extension must be sent in writing to the administrator by October 15th or March 1st of the leave year.

E. If a person on maternity leave wishes to resume employment, she will be considered first on the list of qualified candidates when a position is open requiring a person with her qualifications. When re-employed, she shall be placed at the same level of experience on a salary schedule as she was during the last contract period.

ARTICLE VIII COMMUNICATION PROCEDURES

A. The parties recognize the valuable assistance to be gained from effective communication between faculty, the Board, and the administration. Accordingly, it is agreed that the Board and administration and the Executive Committee of the MAHE will meet periodically to discuss in an attempt to resolve problems of mutual concern to the parties. Such meetings and the agenda, therefore will be called by agreement between the administration and the President of the MAHE whenever such a meeting is desired by either party. Each party mutually agrees that neither is obligated to bargain collectively with respect to any matter whether covered or not covered in this agreement for the duration thereof.

B. This contract will be in effect from August 25, 1971 to August 24, 1974, with the exception of Article XII, Salary Schedule, and Article XIII, Extra Compensatory, which are subject to annual negotiations. (See Article IV, Section F, College Calendar).

ARTICLE IX GRIEVANCE PROCEDURE

A. A grievance is a claim or a complaint by the faculty member or group of faculty members of the Association, hereinafter referred to as a "Grievant", based upon an event which affects a condition of employment, discipline, discharge, and/or alleged violation, misrepresentation, or misapplication of any provision of this Agreement.

B. The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any instructor having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure:

1. There shall be one or more MAHE representatives to be selected in a manner determined by the MAHE.

2. The MAHE shall establish a broadly representative Grievance (Professional Rights and Responsibilities) Committee and an Appeal Committee. No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any representative or member of these committees is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the MAHE.

3. The appropriate Dean or delegated person of Gogebic Community College shall be the administrative representative when the particular grievance arises.

D. Procedure:

1. Level One: The instructor with a grievance shall discuss the matter with the Dean either individually or in the presence of his MAHE representative, with the objective of resolving the matter informally. The Dean shall make his decision known within the succeeding three (3) days.

2. Level Two: In the event the grievance is not satisfactorily resolved at Level One, the grievant of the MAHE representative shall file the grievance in writing with the Grievance Committee within five (5) school days after the decision at Level One. The Committee shall, within five (5) school days, make a judgement on the decision. If the committee decides that the decision at Level One is in the best interests of the educational system, it shall so notify the instructor and the MAHE representative. If the committee decides that the decision at Level One is not satisfactory, it shall refer such grievance in writing to the President of the College. The Chairman of the Grievance Committee shall then designate three (3) persons, who may include himself, as an Ad Hoc Committee to represent the MAHE. Within ten (10) school days after receipt of the written grievance by the President, these two representative groups shall meet to consider the problem and to arrive at an equitable solution of the grievances within five (5) school days.

3. Level Three: If the grievance is not resolved at Level Two, a committee appointed by the Board of Trustees and a committee appointed by the MAHE will meet to try to resolve the grievance.

4. Level Four: If the grievance is not settled at Level Three, the matter shall be presented to the State Labor Mediation Board for appropriate action.

5. Level Five: If the grievance is not settled at Level Four, the matter shall be subject to advisory arbitration. The Board of Trustees and the Teacher's Assoc-

iation will each appoint one arbitrator, and these two will appoint a third arbitrator who will act as Chairman of an Arbitration Panel. The decision of this group will be advisory to both parties.

E. Miscellaneous:

1. During the time any proceeding is pending, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be made available to all parties by the President so as to facilitate operation of the procedure set forth herein.

4. The fees and expenses of the mediator shall be borne by the party against whom judgement is rendered.

5. It is agreed that the aggrieved party shall be furnished with information necessary for the processing of any grievance or complaint.

6. A grievance may be withdrawn at any level by mutual agreement.

## ARTICLE X MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated in the Institutional Handbook.

B. Copies of this Agreement shall be printed at the expense of the Board and presented to all instructors now employed or hereafter employed by the Board.

C. $30.00 per instructor will be provided for dues and/or subscriptions, in his teaching discipline, consistent with the educational philosophy of the college.

## ARTICLE XI FACULTY RANK CLASSIFICATION

### Instructor I

A. Bachelor's Degree in subject field.

B. Associate Degree in subject field with five (5) years of experience in technical field.

C. Ten (10) years of outstanding success and experience in a technical field.

Instructor II

A. Master's Degree in subject field.

B. Bachelor's Degree in subject field plus ten (10) years of experience in technical field.

Assistant Professor

A. Master's Degree in subject field plus thirty (30) graduate hours beyond a Master's Degree and five (5) years of professional experience.

B. A Master's Degree in subject field plus ten (10) years of professional or technical experience.

C. Bachelor's Degree in subject field plus at least twenty (20) years of experience in technical field.

Associate Professor

A. Master's Degree in subject field plus forty-five (45) graduate hours beyond a Master's Degree plus ten (10) years of professional experience; at least four (4) of which must be in successful college teaching.

B. Master's Degree in subject field and twenty (20) years of professional experience; at least fifteen (15) of which must be in college teaching.

C. Master's Degree in subject field and twenty (20) years of professional experience; at least ten (10) of which must be in a technical field.

Professor

A. Doctor's Degree in subject field and ten (10) years of professional experience; at least five (5) of which must be in successful college teaching or administration.

B. A Double Master's Degree plus at least sixty (60) graduate hours in subject field with twenty (20) years of professional experience; at least ten (10) of which must be in successful college teaching.

The above classifications and descriptions are used for initial placement on or for movement within the rank schedule. However, credit for experience within classifications shall be assigned as follows:

Academic and Technical

Full credit for the first four (4) years and one-half credit for the next four (4) years, to a maximum credit of six (6) years on the schedule.

Instructor II

A. Master's Degree in subject field.

B. Bachelor's Degree in subject field plus ten (10) years of experience in technical field.

Assistant Professor

A. Master's Degree in subject field plus thirty (30) graduate hours beyond a Master's Degree and five (5) years of professional experience.

B. A Master's Degree in subject field plus ten (10) years of professional or technical experience.

C. Bachelor's Degree in subject field plus at least twenty (20) years of experience in technical field.

Associate Professor

A. Master's Degree in subject field plus forty-five (45) graduate hours beyond a Master's Degree plus ten (10) years of professional experience; at least four (4) of which must be in successful college teaching.

B. Master's Degree in subject field and twenty (20) years of professional experience; at least fifteen (15) of which must be in college teaching.

C. Master's Degree in subject field and twenty (20) years of professional experience; at least ten (10) of which must be in a technical field.

Professor

A. Doctor's Degree in subject field and ten (10) years of professional experience; at least five (5) of which must be in successful college teaching or administration.

B. A Double Master's Degree plus at least sixty (60) graduate hours in subject field with twenty (20) years of professional experience; at least ten (10) of which must be in successful college teaching.

The above classifications and descriptions are used for initial placement on or for movement within the rank schedule. However, credit for experience within classifications shall be assigned as follows:

Academic and Technical

Full credit for the first four (4) years and one-half credit for the next four (4) years, to a maximum credit of six (6) years on the schedule.

GOGEBIC COMMUNITY COLLEGE

MASTER AGREEMENT
(ARTICLE XII & ARTICLE XIII)

1972 - 1973

Between the Gogebic Community College Board of Trustees and the Michigan Association of Higher Education, Gogebic Community College District.

ARTICLE XII

A SALARY SCHEDULE

| STEP | INSTR I | INSTR II | ASST | ASSOC | PROF |
|---|---|---|---|---|---|
| 0 | 7850 | 8550 | 8750 | 8950 | 9250 |
| 1 | 8164 | 8892 | 9100 | 9308 | 9620 |
| 2 | 8490 | 9247 | 9464 | 9680 | 10004 |
| 3 | 8830 | 9617 | 9842 | 10067 | 10404 |
| 4 | 9183 | 10002 | 10236 | 10470 | 10821 |
| 5 | 9550 | 10402 | 10645 | 10889 | 11254 |
| 6 | 9932 | 10818 | 11071 | 11324 | 11704 |
| 7 | 10329 | 11250 | 11513 | 11776 | 12172 |
| 8 | 10742 | 11700 | 11974 | 12248 | 12659 |
| 9 | 11172 | 12168 | 12453 | 12736 | 13165 |
| 10 | 11619 | 12655 | 12951 | 13247 | 13692 |

B HEALTH INSURANCE:

"All permanent employees will be eligible for Board approved Hospital Medical Insurance Coverage; with specifications on the coverage to be equal to or have increased benefits over the existing policy in effect as of July 1, 1972.
(Coverage for part-time personnel will be pro-rated.)"

| | | |
|---|---|---|
| Single Subscriber | up to | $40 per month |
| Self & Spouse | up to | $45 per month |
| Full Family | up to | $50.50 per month |

C.

## FACULTY LOAD POLICY

1. Minimum faculty load for a full-time instructor will be 15 credit hours or 18 contact hours.

2. Faculty load will be up to three (3) preparations and compensation will be paid at the rate of $250 for each preparation beyond three (3) per semester.

3. Overload will be paid for a full-time instructor who has an average semester load beyond 16 credits or 20 contact hours at the rate of 3% of his contractual salary for each credit or contact hour which cannot be adjusted or averaged out over the year.

4. Determination of overload will be made by the second full pay period in the second semester, with payment for overload to be made the following pay period.

ARTICLE XIII

Compensation for Summer, Evening, and Off-Campus Classes (per semester)

| | B.A. | M.A. |
|---|---|---|
| 1 credit | 160 | 195 |
| 2 credits | 330 | 390 |
| 3 credits | 465 | 540 |
| 4 credits | 595 | 755 |

Contact hours that exceed the number of credit hours taught per week shall be paid at the rate of $8 per hour for a B.A. degree and $10 per hour for a M.A. degree. The college car shall be used in all cases, for Off-Campus classes. In the event that a college car is not available for transportation purposes to Off-Campus classes, mileage will be paid at the rate of 10¢ per mile.

Compensation for Extra-Curricular Activities

| | |
|---|---|
| Basketball Coach | $1000 |
| "Chieftain" | 300 |
| Minor Sports | 250 each |
| Student Government, Radio, & Drama Clubs | 250 each |

NOTE: A reasonable effort is expected on the part of the advisors for these activities over the course of the entire year in order to receive full compensation.

Compensation for the Special Summer Session will be mutually agreed upon by those involved immediately prior to the start of the special session.

Compensation for ball games and chaperoning of college - sponsored activities shall be paid at the rate of $5 per person per event to those other than the person assigned regular sponsorship duties.

# COLLEGE CALENDAR - 1972 - 73 ACADEMIC YEAR

## First Semester 1972 - 73

| | |
|---|---|
| August 21 - 22 | Faculty Orientation, In-service Workshop |
| August 23 | Freshman Orientation and Testing |
| August 24 - 25 | Student Registration 8:30 - 5:00 |
| August 28 | Day Classes Begin |
| September 4 | Labor Day (no classes) |
| September 5 | Evening Classes Begin |
| September 11 | Last Day to Register |
| October 23 - 27 | Mid-term Exams |
| November 22 | Thanksgiving Recess Begins at 1:00 pm |
| November 23 - 24 | Thanksgiving Recess |
| November 27 | Classes Resume |
| December 11-15 | Advance Registration |
| December 18 - 20 | Final Exams |
| December 20 | End of Semester |
| December 21 - 22 | End of SemesterWorkshop, Conference, Reports |

## Second Semester 1972 - 73

| | |
|---|---|
| January 4 - 5 | Orientation & Testing, Registration |
| January 8 | Day Classes Begin |
| January 15 | Evening Classes Begin |
| January 19 | Last Day to Register |
| March 5 - 9 | Mid-term Exams |
| March 12 - 16 | Spring Recess |
| March 19 | Classes Resume |
| April 20 - 23 | Easter Recess |
| April 24 | Classes Resume |
| May 7,8,9,10 | Final Exams |
| May 11 | Commencement |
| May 14 - 18 | End of Year Workshop, Conferences, Reports |
| May 18 | End of Semester |

## Pre-Summer Session & Workshop

May 21 - June 15

## Summer Session 1973

| | |
|---|---|
| June 18 | Registration, Classes Begin |
| July 20 | Six-week Session Ends |
| August 10 | Eight-week Session Ends |

*Teachers will be present at all times, during regular school hours, except during recess periods.

# COLLEGE CALENDAR - 1973 - 74 ACADEMIC YEAR

## First Semester 1973 - 74

| | |
|---|---|
| August 20 - 21 | Faculty Orientation, In-service Workshop |
| August 22 | Freshman Orientation and Testing |
| August 23 - 24 | Student Registration 8:30 - 5:00 |
| August 27 | Day Classes Begin |
| * September 3 | Labor Day (no classes) |
| September 4 | Evening Classes Begin |
| September 10 | Last Day to Register |
| October 8 | College Day - No Classes - Faculty Present |
| October 22 - 26 | Mid-term Exams |
| November 21 | Thanksgiving Recess Begins at 1:00 pm |
| * November 22 - 23 | Thanksgiving Recess |
| November 26 | Classes Resume |
| December 17 - 19 | Final Exams |
| December 19 | End of 1st Semester |
| December 20 - 21 | End of Semester Workshop, Conference, Reports |

## Second Semester 1973 - 74

| | |
|---|---|
| January 3 - 4 | Orientation & Testing, Registration |
| January 7 | Day Classes Begin |
| January 14 | Evening Classes Begin |
| January 18 | Last Day to Register |
| February 12 - 16 | Sno-week Activities |
| March 4 - 8 | Mid-term Exams |
| * March 11 - 15 | Spring Recess |
| March 18 | Classes Resume |
| *April 12 - 15 | Easter Recess |
| April 16 | Classes Resume |
| May 6,7,8,9 | Final Exams |
| May 10 | Commencement, End of 2nd Semester |
| May 13 - 17 | End of Year Workshop, Conferences, Reports |
| May 17 | End of Year |

## Pre-Summer Session & Workshop

May 20 - June 14

## Summer Session 1974

| | |
|---|---|
| June 17 | Registration, Classes Begin |
| July 26 | Six - week Session Ends |
| August 9 | Eight - week Session Ends |

* Instructors not present.

FORMAL CONTRACT APPROVAL

Eugene W. Farrell
M.A.H.E. Representative

Thomas Paul Steiger
Chairman, Board of Trustees

Dated: August 22, 1972